

ANNEX NO. 1
SUBJECT MATTER SUPPORT FOR COMMERCIALIZATION OF NAVIGATION
DOPPLER LIDAR GENERATION 4 TECHNOLOGY
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
AND
PSIONIC, LLC
UNDER
SPACE ACT UMBRELLA AGREEMENT SAA1-35776

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing Psionic, LLC with unique NASA Langley Research Center (LaRC) subject matter expertise and support to expedite efforts by Psionic, LLC to commercialize the Navigation Doppler Lidar (NDL) Generation 4 design technology. Additionally, NASA LaRC and Psionic, LLC will collaborate on potential loan and return or replacement of NASA LaRC parts and materials. This is a continuation of efforts that began under Annex 1 to SAA1-23647.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA LaRC will use reasonable efforts to:

1. Transfer any unobligated funds remaining under Annex 1 to SAA1-23647 to this Annex.
2. Collaborate with Psionic to determine parts and materials suitable for loan to Psionic (i.e., long lead items currently in NASA LaRC inventory).
3. Provide Psionic with NDL Generation 4 drawings, modeling and analyses, assembly procedures, test procedures, Interface Control Documents (ICDs), test data, and software (subject to the NASA LaRC software release process and NASA LaRC Software Release Authority approval, and execution of Software Usage Agreement(s)).
4. Provide consultation to Psionic during its efforts to commercialize the NDL Generation 4 technology (i.e., fabrication and testing, Independent Verification and Validation (IV&V) for standalone testing of NDL-SP Printed Circuit Boards (PCB), software development, and system integration and testing).
5. Provide financial status updates to Psionic to include funds received, funds expended, and funds that remain available.

B. Partner will use reasonable efforts to:

1. Provide reimbursement to NASA LaRC in advance of initiation of NASA LaRC efforts.
2. Consult with NASA LaRC on efforts to commercialize the NDL Generation 4 technology (i.e., fabrication and testing, Independent Verification and Validation (IV&V) for standalone testing of NDL-SP Printed Circuit Boards (PCB), software development, and system integration and testing).
3. Collaborate with NASA LaRC to determine parts and materials suitable for loan to Psionic (i.e., long lead items currently in NASA LaRC inventory). '
4. Return, or replace in-kind, parts and materials that were loaned to Psionic by NASA LaRC.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

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|---|---|
| 1. NASA LaRC to transfer unobligated funds remaining under Annex 1 to SAA1-23647. | Upon expiration of Annex 1 to SAA1-23647 or completion of all obligations, whichever comes first. |
| 2. Psionic to provide reimbursement to NASA LaRC in advance of initiation of NASA LaRC efforts. | As outlined in the Funding Schedule in Article 4. Financial Obligations |
| 3. NASA LaRC to report financial status to Psionic. | Monthly during period of performance (P.O.P.) |
| 4. NASA LaRC to provide Psionic with current drawings, models and analyses, procedures, ICDs, test data, and software and firmware approved for release to Psionic. | As available during P.O.P. |
| 5. NASA LaRC and Psionic to collaborate on parts and materials for loan to Psionic. | As required during P.O.P. |
| 6. NASA LaRC to provide consultation regarding Psionic fabrication and testing, NDL-SP PCB IV&V testing, and software development and testing. | Ongoing during P.O.P. |
| 7. Psionic to return, or replace in-kind, parts and materials that were loaned to Psionic by NASA LaRC. | NLT than expiration of this Annex |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$117,544 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Langley Research Center, SAA1-35776, Annex 1. Partner authorizes NASA to transfer to this Annex, any unobligated funds remaining under Annex 1 to SAA1-23647 upon expiration or completion of all obligations, whichever comes first. The amount transferred will be applied towards Funding Installment 1. However, should additional expenditures under Annex 1 to SAA1-23647 be processed, this will reduce the unobligated funds available for transfer to this Annex and Partner agrees it will be responsible for providing funds necessary to cover any shortfall, if needed. Similarly, should actual expenditures under the Annex 1 to SAA1-23647 be less than obligated amounts, the excess funds will be transferred to this Annex. At the completion of this Annex, any unspent funds will be processed in accordance with Article 4.B, below.

Partner agrees to provide payment in accordance with the following funding schedule:

FUNDING SCHEDULE

Funding Installment 1	\$30,000 NLT January 15, 2022
Funding Installment 2	\$30,000 NLT March 15, 2022
Funding Installment 3	\$30,000 NLT May 15, 2022
Funding Installment 4	\$27,544 NLT July 15, 2022

Each payment shall be marked with **NASA Langley Research Center SAA1-35776, Annex 1.**

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

The software, if any, and related Data, if any, will be identified in a separate technical document.

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one (1) year from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Langley Research Center

David F. Moore
Associate Director for Space Technology
and Advanced Development Programs
Mail Stop: 104
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Psionic, LLC

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Chief Technology Officer
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Phone: 757.604.6264
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Technical Points of Contact

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Daniel Litton
NDL Project Manager
Mail Stop: 489
Langley Research Center
Hampton, VA 23681
Phone: 757.864.4117
daniel.k.litton@nasa.gov

Psionic, LLC

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Chief Technology Officer
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Hampton, VA 23666-6262
Phone: 757.604.6264
steve@psionic.ai

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
Langley Research Center

PSIONIC, LLC

BY: _____
David A. Dress
Director, Space Technology and
Exploration Directorate

BY: _____
Steve Sandford
Chief Technology Officer

DATE: _____

DATE: _____